

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Parks and Recreation
AGENDA DATE: February 1, 2005
CONTACT PERSON/PHONE: Dr. Norman C. Merrifield, Director
DISTRICT(S) AFFECTED: Citywide

SUBJECT:

An agreement between the City Parks and Recreation Department and YWCA "Child Care Management Service, for Daycare Center cost subsidies at Galatzan Recreation Center.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This agreement will allow low income families the ability to utilize the Galatzan's Daycare Services with all invoices for such services being paid by the YWCA to the City of El Paso. The City of El Paso Parks and Recreation Department will provide the service and will receive revenue in exchange.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

As required by state law and charter, a

Yes, this is an on-going agreement, renewed

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the Vendor's Agreement between the CITY OF EL PASO, on behalf of the PARKS AND RECREATION DEPARTMENT AND YWCA – CHILD CARE MANAGEMENT SERVICE for daycare cost subsidies to eligible low income families at the daycare center located at the Judge Morris A. Galatzan Recreation Center, more particularly described as 650 Wallenberg, El Paso, Texas 79912.

PASSED AND APPROVED this _____ day of _____ 2005.

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Jennifer F. Callan,
Assistant City Attorney

APPROVED AS TO CONTENT:



Norman Merrifield,
Parks & Recreation Director

MUTUAL AGREEMENTS

The Child Care Services (CCS) contractor* and the CCS provider (center/home), herein referred to as provider**, agree to abide by the following terms of the CCS Provider Agreement, herein referred to as agreement:

1. The provider agrees to abide by all of the policies and procedures in the CCS Provider Manual. If the provider fails to provide child care services as described in the agreement or the CCS Provider Manual, the CCS Contractor may terminate this agreement immediately. The notice of termination must be written. The CCS Contractor may also refuse to pay claims for reimbursement if services or procedures required in the CCS Provider Manual are not followed.
2. Either party may end this agreement immediately if the parties are unable or unwilling to make amendments to the agreement which may become necessary to continue the agreement because of:
 - A change in state of federal laws;
 - A reduction in or exhaustion of available state or federal funds;
 - A change in URGWDB or other requirements.

Any obligations incurred by either party before the termination date of this agreement must be met. Termination of this agreement does not release the provider from the requirement to keep records and allow access to records for three years and 90 days.

3. This agreement may be canceled by mutual consent. If such mutual consent cannot be attained, the provider or CCS Contractor may give thirty days (30) written notice to the other party and this agreement shall be terminated upon the expiration of the thirty-day (30) period. This provision does not rule out immediate termination allowed in MUTUAL AGREEMENT NUMBERS 1 and 11.
4. A CCS Licensed Child Care Center will carry a minimum of \$300,000 per occurrence of liability insurance for the facility, and commercial transportation insurance if transporting children, and if a childcare center, for the entire time period covered by the agreement. ~~The provider will indemnify the CCS Contractor for claims of injury resulting from the provider's provision of childcare under this agreement. ***~~
5. Group Home providers, Registered Home providers, or Child care programs administered by City or Municipal districts, independent school districts, including pre-kindergarten programs, by a state college or university, or by the federal government are exempt from the liability insurance requirements cited in MUTUAL AGREEMENT NUMBER 4 (40 TAC § 809.42, Provider Requirements.)
6. The provider accepts as payment in full the approved rate(s) for care and transportation as described in this agreement, for authorized enrollment days, reduced by the assessed parent fee amount or child care subsidies (where applicable) and any previous overpayment(s).

The provider accepts as payment in full the authorized inclusion assistance rates reduced by the assessed parent fee amount or child care subsidies (where applicable) and any previous overpayment(s) as described in this agreement. The provider is authorized by the CCS Contractor to receive additional reimbursement only for individual children that the CCS Contractor and provider agree need extra adult assistance.

The provider will make no additional charges to CCS referred parents for any differences between the published rate and the reimbursement rate. This does not include charges to parents for picking children up late or for special activities not included in the published rate that the parents elect to pay for on their own.

7. The provider must comply with applicable local/state licensing and registration requirements.
 - The provider must have a valid license (provisional or permanent) or registration in order to become a provider.
 - The license or registration must be maintained at all times during this agreement.
8. The provider must have a valid agreement prior to receiving CCS referred children and will only be paid for delivering child care services on or after the effective date and on or before the termination date of the agreement.
 - This agreement must be signed and dated prior to or on the effective date of the agreement.
 - A new agreement must be completed if the provider receives a new license.
 - The agreement may not cover any period of time where the provider does not have a valid license or registration such as during the application phase that licensing allows.
 - The provider must be insured as required in MUTUAL AGREEMENT NUMBER 4 (note exception in MUTUAL AGREEMENT NUMBER 5).
9. This agreement authorizes the placement of CCS children only in the specific facility at the specific location identified on this agreement.
 - The provider may not transfer the provider agreement to any other entity, facility or location.
 - The provider may not move CCS referred children to another facility without the prior approval and consent of the CCS Contractor.
 - The provider may submit bills only for authorized CCS referred children under CCS authorized conditions.

* For CCS owned facilities, substitute URGWDB for CCS contractor.

** For CCS owned facilities, substitute CCS facility for provider.

***This last sentence is not applicable to CCS owned facilities.

MUTUAL AGREEMENTS (continued)

10. The provider must inform the CCS Contractor prior to changes in:

- the name of the facility;
- ownership, governing body or corporate status;
- the contact person;
- the location/address of the facility;
- the conditions or status of the license or registration;
- scheduled holidays;
- hours of the program;
- ages of the children served;
- published rates and/or fees;
- transportation policies;
- liability insurance coverage; or
- any other changes to child care services provided.

- The provider must inform the CCS Contractor immediately of any anticipated changes that will affect the terms of this agreement or the nature of the childcare services provided.
- Failure to inform the CCS Contractor about any of these changes before their occurrence may result in adverse actions against the provider.
- Depending upon the nature of the changes, the CCS Contractor will determine whether a new or amended agreement is required or if only updates to the CCS Provider Data Worksheet are necessary.

11. Adverse actions against the provider include but are not limited to:

- suspension, termination or non-renewal of the agreement;
- the closing of intake;
- removal of CCS referred children;
- temporary withholding of payments;
- non-payment for child care services delivered; and
- recoupment of funds paid to the vendor.
- The CCS Contractor will terminate this agreement if:
 - the provider loses its license or registration status;
 - A licensed Center is not insured as required; or
 - as noted in MUTUAL AGREEMENT Number 12
- The CCS Contractor may terminate this agreement if:
 - serious corrective or adverse action(s) are taken by the state licensing agency;
 - there are continued non-compliances with state or local licensing requirements;
 - there are continued non-compliances with provider requirements.
 - an owner or employee of the provider is convicted of fraud.
- The provider will not receive payment for any child care services provided during any time period not covered by:
 - a current license or registration,
 - the required amount of liability insurance, or
 - a current agreement.
- The provider will also not receive payment for any child care services provided for any child on any day that the number of children attending exceeds the licensed/registered capacity of the facility.
- The CCS Contractor will hold payments

12. If a provider or its staff are found to be in serious non-compliance with, seriously deficient by, or debarred from other State or Federal programs, the CCS Contractor shall terminate this Provider Agreement within thirty (30) days.

13. All providers must be treated fairly and equitably regardless of race, color, national origin, age, sex, disability, political beliefs, type of facility, or religion. Parent choice will be honored in determining childcare arrangements to the extent required by the funding source or the parent/child involved.

MUTUAL AGREEMENTS (continued)

14. The provider will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), the Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

The provider will not discriminate against children with disabilities. The provider will also not discriminate against children with AIDS. The provider will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and, by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

15. The provider will comply with the requirement of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

16. The provider must inform appropriate provider staff of all relevant requirements in this agreement and the CCS Provider Manual in order to maintain compliance.

PROVIDER AGREEMENT: As the authorized representative for this center/home, I certify that all information recorded in this provider agreement is true and correct to the best of my knowledge, I will comply with all the requirements of this agreement, and the Provider Manual, as such manual reads on this date, or as it is amended in the future.

I have received and read the provider manual..... Yes ___ No
I understand the provider manual and agree to abide by the rules and procedures described within..... Yes ___ No

1. Name of Provider JUDGE A. MORRIS GALATZAN RECREATIONAL CENTER	4. Name CCS Contractor (if applicable) YWCA EL PASO DEL NORTE REGION
2. Name of Authorized Provider Representative JOE WARDY	5. Name of CCS/URGWDB Authorized Representative BARBARA ALSPAUGH
3. Title of Authorized Provider Representative EL PASO MAYOR	6. Title of CCS/URGWDB Authorized Representative CCS ADMINISTRATOR

7. Effective Date of Agreement 02/01/05	8. Termination Date of Agreement 02/01/06
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Signature-Authorized Provider Representative

Date

Signature-CCS/URGWDB Authorized Representative

Date

COMPLETE THE FOLLOWING IF THIS PAGE HAS BEEN AMENDED

Effective Date of Amendment	Item No(s)	Signature-CCS Provider/CCS Facility Rep.	Date	Signature-CCS Contractor/URGWDB Rep.	Date
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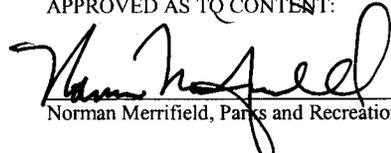
ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Richarda Duffy Momsen, City Clerk


Jennifer F. Callan, Assistant City Attorney


Norman Merrifield, Parks and Recreation Director

CCS NOTICE OF AGES NOT UNDER CONTRACT

PROVIDER NAME: JUDGE MORRIS A. GALATZAN RECREATIONAL CENTER

CONTRACT PERIOD: 02/01/05 – 02/01/06

AGES NOT INCLUDED FOR FULL TIME REFERRALS: 0 – 17 MOS

AGES NOT INCLUDED FOR PART TIME REFERRALS: 0 – 17 MOS

I understand that I have voluntarily excluded the ages mentioned above from my CCS contract, and cannot be paid for services provided to that age child, whether the child is a new referral or someone already in my care. If I wish to begin billing the CCS for a child of this age, I must first sign an amended contract, which includes this age.

PROVIDER Mayor Joe Wardy

DATE _____

From time to time, the CCS may inadvertently ask if you have an opening for a child of an age not included in your contract. Please explain that you must amend your contract prior to accepting the child.

22. Transportation: Is the facility near public transportation? Yes No

Does facility provide transportation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what ages are transported? <input type="checkbox"/> Infant <input type="checkbox"/> Toddler <input checked="" type="checkbox"/> Pre-school <input checked="" type="checkbox"/> School-Age
List areas (i.e. Zip Code) or schools facility transports to / from: 79912 SCHOOL - DAYCARE	
Is transportation charge included in published rate or separate charge? <input type="checkbox"/> Included <input checked="" type="checkbox"/> Separate	If the transportation rate is separate, see Provider Rate Worksheet (Form 2429-B), Table 2.

23. Does the facility offer meals and snacks? (If no, skip to item 24) Yes No

A. If yes, check all that apply:

Breakfast Morning Snack Lunch Afternoon Snack Dinner

Other (explain): _____

Infant Foods/Formulas Special Diets Child Care Food Program

24. Does this facility have experience in caring for children with specific disabilities? Yes No

If yes, check all that apply

Learning Mental Retardation Emotional Other (specify): AUTISTIC

25. Does the facility have staff that knows sign language or speak languages other than English?
 Sign Language Language other than English (specify): SPANISH-ARABIC

26. Does the facility offer any of the following?
 Drop-In Care Sick Care Swimming Pool Enrichment Programs (specify): N/A

27. Does the staff have any of the following training?
 Child Development Special Education Other (specify):

28. Facility Status
 URGWDB TRS Licensed Child Care Center 2star 3star 4star
 URGWDB TRS Licensed or Registered Child Care Home Provisional Full
 Accredited (type and by whom): N/A

29. Facility Affiliation
 Religious University Educational Public Agency Other (specify): N/A

INSURANCE INFORMATION

30. Facility Insurance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	31. Name of Insurance Carrier	32. Policy No.	33. Liability Amount (per occur.)	34. Expiration Date
35. Copy of facility insurance document attached? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> EXEMPT		If no, how was insurance coverage verified?		
36. Transportation Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No	37. Name of Insurance Carrier	38. Policy No.	39. Liability Amount (per occur.)	40. Expiration Date
41. Copy of transportation insurance document attached? <input type="checkbox"/> Yes <input type="checkbox"/> No				

COMPLETE THE FOLLOWING IF THIS PAGE HAS BEEN AMENDED

Effective Date of Amendment	Item No (s)	Contacted by CCS Provider/CCS Facility Rep	Date	Signature-CCS Contractor/URGWDB Rep.	Date
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